

**AMENDMENT 11-C TO
LAND DISPOSITION AGREEMENT**

This Amendment 11-C to Land Disposition Agreement (this “Amendment”) is made and entered into by and between **TOWN OF WAYLAND**, acting by and through its Board of Selectmen (hereinafter “Seller”), a Massachusetts municipal corporation, and **ALTA RIVER’S EDGE, LLC**, a Delaware limited liability company (hereinafter “Buyer”). Each of Seller and Buyer is a “Party” and taken together shall be the “Parties”.

Recitals:

A. Seller and WP East Acquisitions, L.L.C., a Georgia limited liability company (“Contract Buyer”), as predecessor in interest to Buyer, previously entered into that certain Land Disposition Agreement with an effective date of July 28, 2017 (the “Original Contract”), as amended by that certain First Amendment to Land Disposition Agreement dated as of October 24, 2017, as further amended by that certain Second Amendment to Land Disposition Agreement dated as of October 31, 2017, as further amended by that certain Third Amendment to Land Disposition Agreement dated as of December 18, 2017, as further amended by that certain Fourth Amendment to Land Disposition Agreement dated as of February 26, 2018, as further amended by that certain Fifth Amendment to the Land Disposition Agreement dated May 23, 2018, as further amended by that certain Sixth Amendment to the Land Disposition Agreement dated August 29, 2018, as further amended by that certain Seventh Amendment to the Land Disposition Agreement dated February 28, 2019, as further amended by that certain Eighth Amendment to Land Disposition Agreement dated March 7, 2019 (the “Eighth Amendment”), as further amended by that certain Ninth Amendment to Land Disposition Agreement dated April 29, 2019 (the “Ninth Amendment”), and as further amended by that certain Tenth Amendment (the “Tenth Amendment”) to Land Disposition Agreement dated May 31, 2019, as further amended by an Eleventh Amendment to (the “Eleventh Amendment”) to Land Disposition Agreement dated March 30, 2020, as further amended by an Amendment 11-A to (the “Eleven-A Amendment”) to Land Disposition Agreement dated January 28, 2021, and as further amended by an Amendment 11-B to (the “Eleven-B Amendment”) to Land Disposition Agreement dated February 5, 2021 as (as amended, the “Contract”) for the purchase and sale of that certain parcel of land located at 490 Boston Post Road, Wayland, Massachusetts (the “Property”), as is more fully described in the Contract.

B. Pursuant to an Assignment and Assumption of Purchase and Sale Agreement and Intangible Property by and between Contract Buyer and Buyer dated March 22, 2019 (the “Assignment”), Contract Buyer assigned the Contract as then constituted to Buyer, and Buyer assumed the obligations of Contract Buyer under the Contract as provided in the Assignment.

C. The Parties wish to amend the Contract to confirm the current deadline for Closing under the Contract.

Terms and Conditions:

In consideration of the mutual covenants, agreements, and undertakings set forth in the Contract and in this Amendment, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. Capitalized Terms; Recitals. All capitalized terms used herein but undefined (including those set forth in the Recitals) shall have the meaning as defined in the Contract. The foregoing Recitals are hereby incorporated as agreements of the parties hereto.

2. Extension of Closing Date. The Initial Closing Date of February 12, 2021 and the Outside Closing Date of January 26, 2023, as set forth in Section 2 of the Eleven-B Amendment, shall be extended to February 26, 2021 and February 2, 2023, respectively. Notwithstanding anything in the Contract to the contrary, Buyer shall have the right to trigger an earlier Closing Date by providing written notice to Seller of the desired Closing Date at least 30 days prior to the then current Closing Date.

3. Ratification. Except as expressly amended by this Amendment, the Contract remains in full force and effect and is hereby expressly ratified and confirmed in its entirety by the parties hereto.

4. Multiple Counterparts. An executed facsimile or “PDF” of this Amendment is an acceptable form of acceptance of this Amendment and the parties may execute this Amendment in counterparts. This Amendment shall from this date forward be considered a part of the Contract.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations under this Amendment to be effective on the last date set forth below.

BUYER:

ALTA RIVER'S EDGE, LLC,
a Delaware limited liability company

By: Alta River's Edge Venture, LLC, a
Delaware limited liability company,
its sole member

By: WS River's Edge, LLC, a Delaware
limited liability company, its
Managing Member

By: WP Massachusetts, LLC, a Delaware
limited liability company, its sole
member and manager

By: 
Name: Jim Lambert
Title: Vice President

Date: 2/12/21

SELLER:

TOWN OF WAYLAND

By: _____
Name:
Title:

Date: _____

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Managing Member


By: WP Massachusetts, LLC, a Delaware
limited liability company, its sole
member and manager

By: _____
Name: Jim Lambert
Title: Vice President

Date: _____

SELLER:

TOWN OF WAYLAND

By: 
Name: LOUISE MILLER
Title: TOWN ADMINISTRATOR

Date: 2/12/2021